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SEAL

**If an Individual**

Signature of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_

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SEAL

**If a Co-Partnership**

Signature of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_

Insert names and addresses

of all members of the Firm

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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SEAL

**If a Corporation**

Corporate Name \_\_\_\_\_

Signed By \_\_\_\_\_, President

Attested \_\_\_\_\_, Secretary

Business Address \_\_\_\_\_

\_\_\_\_\_

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**Lump Sum Bid - First Street Streetscape Electric & Utility Improvements**

No	Description	Qty.	Unit	Unit Price	Amount
1	UNDERDRAIN, 6" PVC SDR26	135.0	LF		
2	IRRIGATION SLEEVES, 4" PVC SCHEDULE 40	730.0	LF		
3	FIBER CONDUIT, 1-1/4" PVC SCHEDULE 40	700.0	LF		
4	DECORATIVE STREET LIGHT CONDUIT, 2" PVC SCHEDULE 40	680.0	LF		
5	HIGHWAY STREET LIGHT CONDUIT, 2" PVC SCHEDULE 40	390.0	LF		
6	ELECTRIC DUCT 1: (4)-5" & (1)-1-1/4", CONCRETE ENCASED PVC-EB20	60.0	LF		
7	ELECTRIC DUCT 2: (3)-5", CONCRETE ENCASED PVC-EB20	300.0	LF		
8	ELECTRIC DUCT 3: (4)-5" and (2)-2", CONCRETE ENCASED PVC-EB20	280.0	LF		
9	ELECTRIC DUCT 4: (4)-5", CONCRETE ENCASED PVC-EB20	25.0	LF		
10	ELECTRIC SECONDARY (6)- 4", CONCRETE ENCASED PVC-EB20	65.0	LF		
11	ELECTRIC SECONDARY (4)-4", CONCRETE ENCASED PVD-EB20	45.0	LF		
12	COMCAST, 2" PVC SCHEDULE 40	1200.0	LF		
13	AT & T, 4" PVC SCHEDULE 40	215.0	LF		
14	LIGHT POLE FOUNDATION, PEDESTRIAN - DETAIL B	8.0	EA		
15	LIGHT POLE FOUNDATION, HIGH MAST - DETAIL D	1.0	EA		
16	TRANSFORMER PAD	1.0	EA		
17	BOLLARDS	2.0	EA		
18	ELECTRIC - STRAIGHT MANHOLES	2.0	EA		
19	TRAFFIC CONTROL AND PROTECTION	1.0	LSUM		
20	MOBILIZATION	1.0	LSUM		
<b>LUMP SUM - BID TOTAL</b>					

## **SUPPLEMENTAL BID FORMS**

**CERTIFICATE OF COMPLIANCE OF THE  
ILLINOIS COMPILED STATUTES, CHAPTER 65, SECTION 11-42-1**

The undersigned, upon being first duly sworn, hereby certifies to the City of St.  
Charles, Kane and DuPage Counties, Illinois, that

\_\_\_\_\_ (Contractor) is not currently  
delinquent in the payment of any tax administered by or owed to the Illinois Department  
of Revenue, or otherwise in default upon any such tax as defined under Chapter 65,  
Section 11-42-1, **Illinois Compiled Statutes**.

\_\_\_\_\_  
Name of Contractor

By: \_\_\_\_\_

Subscribed and sworn to

before me this \_\_\_\_\_ day

of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

**CERTIFICATE OF NON-DISQUALIFICATION  
UNDER IL. COMPILED STAT., CH. 720, SEC. 33E-11**

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that

\_\_\_\_\_ (Contractor) is not barred from contracting with any unit of State or local government, as a result of a violation of Ch. 720, Sec. 33E-11 of the **Illinois Compiled Statutes**.

\_\_\_\_\_  
Name of Contractor

By:

\_\_\_\_\_  
(print/type name)

\_\_\_\_\_  
Title

Subscribed and sworn to

before me this \_\_\_\_\_ day

of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

**NOTE TO BIDDER:** Anyone who makes a false statement, material to this Certification, commits a Class 3 Felony under Il. Compiled Stat., Ch. 720, Sec. 33E-11 (b).

## CERTIFICATION OF COMPLIANCE WITH SAFETY STANDARDS

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that \_\_\_\_\_  
(Contractor) shall comply with all local, State, and Federal safety standards.

\_\_\_\_\_  
Name of Contractor

By:

\_\_\_\_\_  
(print/type name)

\_\_\_\_\_  
Title

Subscribed and sworn

to before me this \_\_\_\_\_

day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

**CERTIFICATION OF COMPLIANCE WITH PUBLIC ACT 87-1257  
OF THE ILLINOIS HUMAN RIGHTS ACT**

The undersigned, upon being first duly sworn, hereby certifies to the City of St.  
Charles, Kane and DuPage Counties, Illinois, that \_\_\_\_\_  
(Contractor) complies with the Illinois Human Rights Act as amended by Section 2-105,  
Public Act 87-1257 in relation to employment and human rights.

\_\_\_\_\_  
Name of Contractor

By: \_\_\_\_\_

\_\_\_\_\_  
(print/type name)

\_\_\_\_\_  
Title

Subscribed and sworn

to before me this \_\_\_\_\_

day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

## PROPOSED SUBCONTRACTORS

The following information gives the name, business address, and portion of the work (description of the work to be done) for each subcontractor that will be used in the work if the bidder is awarded the CONTRACT. No subcontractor doing the work in excess of fifty (50) percent of the total amount of the bid and who is not listed shall be used without the written approval of the OWNER. (Additional supporting data may be attached to this page. Each page shall be sequentially numbered, e.g., 00300-13a, and headed "Proposed Subcontractors" and shall be signed.)

[illegible]

Signature of Bidder



## CERTIFICATE OF NONDISCRIMINATION

This is to certify that this firm does not and will not discriminate in any of its employment practices against persons because of their race, color, religion, sex or place of national origin, or ancestry.

The undersigned will take all necessary affirmative action as may be required by all applicable Federal, State and Local laws, ordinances, rules, regulations and orders to ensure that applicants are employed and that employees are treated, during employment, without regard to their race, color, religion, sex or national origin or ancestry.

Firm: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF ILLINOIS )  
 )  
COUNTY OF KANE & DUPAGE )

## AFFIDAVIT OF NONCOLLUSION

The undersigned, who has herewith submitted a bid to provide,

(describe nature of service or product)

in accordance with plans and specifications furnished by the City of St. Charles for

(describe project)

does hereby affirm that said undersigned person and/or firm into any agreement, understanding, or arrangement with any other bidder or prospective bidder or with any other person, firm, or corporation relating to the price named in said proposal, nor has said undersigned person and/or firm entered into any agreement, understanding, or arrangement under which any person, firm, or corporation is to refrain from bidding, nor any agreement, understanding, or arrangement for any act or omission in restraint of free competition among bidders.

The undersigned further affirms that said undersigned person and/or firm is not disqualified by law from contracting with the City of St. Charles; and that said undersigned person and/or firm has not disclosed to any person, firm, or corporation the terms of this proposal or the price named herein.

Company

Bid for

Address

Date \_\_\_\_\_

Duly authorized agent or officer

Subscribed and sworn to me

this            day of            , A.D. 20

Notary Public

END OF SECTION

00500-12

## AFFIDAVIT OF EXPERIENCE

STATE OF \_\_\_\_\_)

\_\_\_\_\_ )SS  
COUNTY OF \_\_\_\_\_)

\_\_\_\_\_ being duly sworn, that he is

\_\_\_\_\_, of \_\_\_\_\_  
(Sole owner, member of firm, corporate official) (Individual, firm, or corporate name)

Which has performed work of the general description and type identified in this contract for

\_\_\_\_\_ years and \_\_\_\_\_ months beginning in (year) \_\_\_\_\_

Has successfully completed work for the following entities of the general description and type identified in this contract:

<u>Name of Owner</u>	<u>Job Description/Location</u>	<u>\$ Amount</u>	<u>Completion Year</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

and that the contact information for each referenced project is as follows:

<u>Contact Person</u>	<u>Phone Number</u>	<u>FAX Number</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

Signature: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

**SECTION 00500**  
**LUMP SUM CONTRACT AGREEMENT**

THIS AGREEMENT is dated as of the \_\_\_\_ day of \_\_\_\_ in the year 2016 by and between The City of St. Charles, Illinois

(hereinafter called OWNER) and \_\_\_\_\_ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. WORK**

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The project consists of installation of two electric vaults, concrete and non-concrete PVC pipe installation, streetlight footers, irrigation pipe, and other work as shown on the plans.

**Article 2. ENGINEER**

The project was designed by Wills Burke Kelsey Associates, as an agent for the City of St. Charles Engineering Office. The City of St. Charles Engineering Office, 2 East Main Street, St. Charles, Illinois, who is hereinafter called ENGINEER, will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**Article 3. CONTRACT TIME**

- 3.1 The work of the project will be Substantially Complete by April 1, 2016 and Final Complete and ready for final payment in accordance with paragraph 14.07 of the General Conditions by April 15, 2016.
- 3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that the OWNER may suffer financial loss if the Work is not substantially complete or finally complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss

suffered by OWNER if the Work is not substantially complete or financially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER ONE THOUSAND DOLLARS (\$1,000.00) for each calendar day that expires after the date specified in paragraph 3.1 for either SUBSTANTIAL or FINAL completion of all work.

- 3.3 Substantial Completion shall be defined as the construction / installation of all conduit and manholes including backfilling of all trenches within the Right-of-Way to allow adjacent building construction to continue. Final Completion shall be defined as the completion of all pay items and resolution of all punchlist items and the acceptance of all pay items by the City
- 3.4 Working hours for the job will be Monday – Friday, 7:00AM-7:00PM, Saturday 9:00 AM- 5:00PM. No work shall be permitted on Sunday.

#### Article 4. CONTRACT PRICE

- 4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds on a LUMP SUM basis as follows:
- 4.2 Payment may be made on the basis of monthly LUMP SUM estimates of partial completion, approved by the CITY. The unit prices for each pay item named in the Proposal shall only be utilized for Change Orders (additions or deductions) as approved by the City.

#### Article 5. PAYMENT PROCEDURES

- 5.1 Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions. Payments for completed work shall not be released until the CONTRACTOR has supplied the OWNER lien waivers.
  - 5.1a Payments shall be reviewed and payment issued to the Contractor in accordance with the "Local Government Prompt Payment Act" (50 ILCS 505/).
- 5.2 *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

#### Article 6. INTEREST (Deleted)

#### Article 7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representation:

- 7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State, and local laws, Ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the work.
- 7.2 CONTRACTOR has studied carefully all available reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 CONTRACTOR has made or caused to be made examinations, investigations, and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by CONTRACTOR for such purposes.
- 7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- 7.6 THE CONTRACTOR shall notify the City of St. Charles 48 hours prior to the start of any construction. A signed copy of the Notice of Award and Notice to Proceed shall be returned to the OWNER acknowledging receipt of these documents.
- 7.7 THE CONTRACTOR shall notify "J.U.L.I.E.", the "Joint Utility Locating Information for Excavators", (1-800-892-0123) at least 72 hours (not including Saturdays, Sundays or Holidays) prior to commencement of any construction activities.

## 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 CONTRACTOR'S Proposal (pages 00300-1 to 00300-17, inclusive).
- 8.2 This Agreement (pages 00500-1 to 00500-6, inclusive).
- 8.3 Reserved.
- 8.4 Notice of Award.
- 8.5 Notice to Proceed.

- 8.6 General Conditions (pages 00700-1 to 00700-41).
- 8.7 Supplementary Conditions (pages 00800-1 to 00800-12, inclusive).
- 8.8 Engineering Drawings, standard details, and quantity schedules included Specifications bearing the title **First Street Streetscape Electric & Utility Improvements**.
- 8.9 Prevailing Wage Rates (Section 00750)
- 8.10 Addenda numbers ... to ..., inclusive.
- 8.11 Any modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended, or repealed by a Modification (as defined in Section 1 of the General Conditions).

#### Article 9. MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### Article 10. OTHER PROVISIONS.

- 10.1 ASSIGNMENT of the contract or any part thereof, or any funds to be received thereunder, shall be subject to the approval of the City of St. Charles.
- 10.2 DEFAULT - THE CONTRACT may be canceled or annulled by the Purchasing Manager in whole or in part by written notice of default to the contractor upon nonperformance or violation of contract terms. An award may be made by the City to the next low bidder, or articles specified may be purchased on the open market similar to those terminated. In either event, the defaulting contractor (or his surety) shall be liable to the City of costs to the City in excess of the defaulted contract prices. The contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to

deliver materials or services within the time stipulated on his bid, unless extended in writing by the City Engineer or his representative, or any other material breach, shall constitute contract default.

- 10.3 HEALTH AND SAFETY ACT - All work under this contract shall comply with the occupational Safety and Health Act (OSHA) of 1975, and all other Federal, state or local statutes, rules, or regulations affecting the work done under the contract.
- 10.4 PREVAILING WAGE RATE - All work under this contract shall comply with the Prevailing Wage Rate Act of the State of Illinois, Illinois Revised Statutes, 1987, Chapter 48, par. 39s-1, et.seq. and as amended by Public Acts 886-799 and 886-693 and resolution of the City in effect at the time work is performed. Current copies of this information are provided in Section 0750 of this document.



IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF ST. CHARLES                      CONTRACTOR \_\_\_\_\_

By \_\_\_\_\_ By \_\_\_\_\_  
Raymond Rogina, Mayor

Title \_\_\_\_\_

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest \_\_\_\_\_  
Nancy Garrison, City Clerk

Attest \_\_\_\_\_

Title \_\_\_\_\_

Address for giving notices

Office of the City Clerk  
Two East Main Street

St. Charles, IL 60174

Address for giving notices

\_\_\_\_\_

\_\_\_\_\_

END OF SECTION

## CERTIFICATE OF COMPLIANCE WITH SALES TAX FORM

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that \_\_\_\_\_  
\_\_\_\_\_(bidder) shall comply with General Conditions, Paragraph 1.G.  
and the Illinois Department of Revenue tax exempt form.

\_\_\_\_\_  
Name of Bidder

By: \_\_\_\_\_

State of \_\_\_\_\_),  
County of \_\_\_\_\_) ss.

Subscribed and sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

JH:cb  
Bidders Section II



# Illinois Department of Revenue

Office of Local Government Services  
Sales Tax Exemption Section, 3-520  
101 W. Jefferson Street  
Springfield, IL 62702  
217 782-8881

January 2, 2015

CITY OF ST CHARLES  
DIRECTOR OF FINANCE  
TWO EAST MAIN ST  
ST CHARLES IL 60174

Effective January 1, 2015, we have renewed your governmental exemption from payment of the Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax, and the Service Use Tax, as required by Illinois law.

We have issued the following new tax exemption identification number:

E9996-0680-07

to

CITY OF ST CHARLES

of

ST CHARLES, IL

The terms and conditions governing use of your exemption number remain unchanged.

Office of Local Government Services  
Illinois Department of Revenue

Issued To:

Company:

Date Issued:

Project:

Dates Valid:

  
Christopher A. Minick, Director of Finance

STS-70 (R-2/98)

ST-490 (R-2/98)

IL 10-0003898

10-0001417

**SECTION 00650**  
**CERTIFICATE OF INSURANCE REQUIREMENTS**



## City of St. Charles Certificate of Insurance Requirements

All Contractors, Manufacturers/Distributors, and Suppliers shall be required to carry and evidence insurance coverage with a standard Acord Certificate of Insurance with minimum limits applicable. Sample attached.

### 1. Minimum Insurance Requirements and Limits

	<i>Coverage</i>		<i>Limits</i>
A.	Automobile Liability	\$1,000,000	Combined single limit
B.	Commercial General Liability	\$1,000,000	Per occurrence
		\$2,000,000	General aggregate

All Commercial General Liability policies must include Blanket Contractual coverage and Broad Form Vendors' Liability coverage.

C.	Workers' Compensation (Employers' Liability)	\$500,000	Per accident
		\$500,000	Disease limit
		\$500,000	Each Disease
D.	Umbrella Liability	\$5,000,000	Limit

### 2. Cancellation or Alteration

The policies of insurance required by this exhibit shall provide that they cannot be cancelled or altered in any way changing coverage except after 30 days' prior written notice by certified mail to owner.

### 3. Workers' Compensation and General Liability Waiver of Subrogation in favor of the City.

### 4. Insurance Certificates

- Must be submitted ten (10) days prior to any work being performed to allow review of certificates.
- Certificates not meeting requirements must be revised and resubmitted within fifteen (15) days or the subcontractor will not be allowed on the jobsite.

### 5. Additional Insured and Broad Form Vendors' Liability in favor of the City.

The City must be named as an Additional Insured with the following wording appearing on the Certificate of Insurance: "The City of St. Charles and any official, trustee, director, officer, or employee of the City (plus any holder or mortgage as designated by the City) as to any and all projects, as an Additional Insured for the Commercial General Liability as respects any and all projects for any work being performed and this coverage will be primary and noncontributory."

### 6. Minimum Insurance Carrier

All contractors, manufacturers/distributors, and suppliers' insurance carriers must comply with the minimum A.M Best rating of A-VI for all insurance carriers.